Davis, 147 Iowa 441; *Busby* v. *Busby*, 137 Iowa 37; *Crockett* v. *Cohen*, 82 W. Va. 284; *Blodgett* v. *Perry*, 97 Mo. 263; and *Cantley* v. *Morgan*, 41 S. E. 201.

ADVERSE POSSESSION—RECOGNITION OF TITLE IN ANOTHER—TACKING.—Plaintiff sought to quiet title to land on theory of adverse possession, the defendant holding the title of record. One A had been in possession in 1880 as tenant of one S. In 1903 S deeded the land to A but description did not include the land in question. Plaintiff derived title from A. *Held*, plaintiff has failed to show title in himself and so his action cannot be maintained. *Wilhelm* v. *Herron* (Mich., 1920), 178 N. W. 769.

It is a peculiar circumstance that the plaintiff, having so many plausible theories on which he might succeed was unable to succeed on any one of them. While it is true that A's possession as a tenant was the possession of S, yet as to everyone else it was hostile and so might ripen into title. *Skipwith* v. *Martin*, 50 Ark. 141. In the principal case, this possibility was denied and the court held that if anyone got title it was S. The plaintiff further contended that the adverse possession of A should be tacked to that of S and this contention may be supported either by the Kentucky theory that tacking does not require privity, *Shannon* v. *Kinney*, 1 A. K. Marsh 3, or by the doctrine that even though privity be necessary, continuity of possession by mutual consent is sufficient; *McNeely* v. *Langan*, 22 Oh. St. 32. Finally, the plaintiff being in possession, and title conceded to have been in S, as against everyone else, he might well be entitled to a decree quieting title. The court did not apply the doctrine that possession is good against the whole world except the true owner but maintained that as against the title of record, the plaintiff must show title in himself.

BAILMENTS—GRATUITOUS BAILOR NEED ONLY WARN OF DEFECTS OF WHICH HE KNOWS.—An owner of a motortruck gratuitously lent it to an employee to attend a celebration. One riding in the truck on invitation of the borrower was killed due to a defect in the body of the truck. In an action to recover damages from the bailor, *held*, the owner was not liable for failure to warn of defects of which he did not know even though he might well have known them. *Johnson* v. *H. M. Bullard Co.* (Conn., 1920), 111 Atl. 70.

Cases involving the duties and liabilities of the gratuitous bailor are few. Before the law was settled in England as to the liability of such a bailor for defects in the bailed chattel which were unknown to him, it had been decided that concealment of known defects would make him liable. *Levy* v. *Langridge*, 4 M. & W. 337; *Winterbottom* v. *Wright*, 10 M. & W. 107. When the question arose in *Blakemore* v. *Bristol & Exeter Ry. Co.*, 8 Ellis & B. 1035, as to the bailor's liability for unknown defects, the court accepted the principles which Pothier and Story had drawn from the Roman law, and held the bailor not liable. Thus we have another illustration of the influence of the Roman law upon the English law of bailments. As is pointed out in the *Blakemore* case the fact that the bailor received nothing for the use of his chattel, should render him less liable than if the bailment were for the mutual benefit of both parties. It is settled that in a bailment for hire, the

bailor is liable for injuries resulting from the defective condition of the thing bailed, whether known or unknown, if with the exercise of due care the defect could have been discovered. *Moriarty* v. *Porter,* 49 N. Y. Supp. 1107. In *Coughlin* v. *Gilleson,* [1899] 1 Q. B. 145, a gratuitous lender of a donkey engine was held not liable for injuries caused from defects of which he was not aware, and in *McCarthy* v. *Young,* 6 Hurl. & N. 329, a gratuitous bailor of a scaffold was not liable for an injury to the borrower's servant caused by a defect unknown to the owner. The American authorities on the point seem confined to the case of *Gagnor* v. *Dana,* 69 N. H. 264, holding the bailor not liable for injuries caused by unknown defects in a staging. See *infra,* p. 108.

COMMON CARRIERS—TAXICAB SERVICE.—The plaintiff engaged a taxicab awaiting employment at a street corner and upon reaching his destination was injured in alighting. In a suit upon an accident policy stipulating double liability if injured "while on a public conveyance provided by a common carrier for passenger service," *held,* the company owning the cab was a common carrier of passengers and the cab was a public conveyance. *Anderson* v. *Fidelity and Casualty Co.* (N. Y., 1920), 127 N. E. 584.

A common carrier of passengers is one who undertakes for hire to carry all persons indifferently who may apply for passage so long as there is room and there is no legal excuse for refusing. *Shoemaker* v. *Kingsbury,* 12 Wall. (U. S.) 369. In the principal case the holding out was evidenced by the taxicab company sending its cabs along the streets to look for "fares." If a carrier of goods professes to serve all indiscriminately, although he does not do so, he is a common carrier and not a private carrier. *Lloyd* v. *Haugh,* 223 Pa. St. 148. Persons may be common carriers although they have no regular tariff of charges. *Jackson Architectural Iron Works* v. *Hurlbut,* 158 N. Y. 34. Or make no charge to the particular passenger. *Norton* v. *Western R. R. Corporation,* 15 N. Y. 444. The service may be limited in any way so long as it is available to all who choose to use it. Although the carrier offers to serve all who apply, persons are not passengers until their offer to become passengers is accepted expressly or impliedly by the carrier. *Bricker* v. *Philadelphia and Reading Railroad Co.,* 132 Pa. St. 1; *Warren* v. *Fitchburg Railroad Co.,* 8 Allen (Mass.) 227. It would seem therefore, that although the relation of carrier and passenger is not established until acceptance of the passenger's offer to employ, the status of the carrier as such is created by the offer to carry indiscriminately. The proprietors of livery stables, letting out cabs with drivers, are not common carriers *per se. Stanley* v. *Steele,* 77 Conn. 688; *Payne* v. *Halstead,* 44 Ill. App. 97. A corporation is a common carrier or not depending upon the powers exercised rather than the powers conferred and where it carries passengers and goods between railroad terminals and hotels and also does a garage business with individuals it is a common carrier as to the terminal and hotel business but not as to the garage business. *Terminal Taxicab Co.* v. *District of Columbia,* 241 U. S. 252. The principal consequences of the status of common carrier of passengers are (1) the duty to carry all who apply unless legally excused, and (2) to exercise the highest degree of care and foresight possible in the selection and manipu-